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**ILLINOIS COMMERCE COMMISSION**

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ILLINOIS  
COMMERCE COMMISSION

Docket No. CHIEF CLERK'S OFFICE  
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Freedomstarr Communications, Inc. :  
: Application for a certificate of :  
: interexchange authority :  
: to operate as a non-facilities based reseller :  
: of telecommunications throughout the entire :  
: State of Illinois. :

02-0295

**APPLICATION FOR CERTIFICATE TO BECOME A  
TELECOMMUNICATIONS CARRIER**  
(Additional sheets attached)

**GENERAL**

1. Applicant's Name (including d/b/a)

FEIN # 33-0739131

FreedomStarr Communications, Inc. d/b/a Planet Earth Communications and d/b/a iPhonebill.com

Address: 2131 Palomar Airport Rd., #200

City Carlsbad State/Zip CA / 92009

2. Authority Requested: 13-404 Resale of Local and/or Interexchange

Applicant proposes to provide intrastate interLATA, interexchange telecommunications to the public on a resold basis in accordance with its proposed rates, terms and conditions throughout the State of Illinois.

3. Request for waivers/variances:

Pursuant to Section 13-404 of the Act, Applicant requests a waiver of 83 Illinois Administrative Code Part 710, the Uniform System of Accounts for Telecommunications Carriers, as it relates to Applicant's proposed authority, with the understanding that Applicant will maintain its accounting records according to Generally Accepted Accounting Principles in a level of detail similar to the accounting system which it currently uses and in sufficient detail to comply with all applicable tax laws. Applicant also requests a waiver of Section 5-106 of the Act and 83 Illinois Administrative Code 250, allowing Applicant to keep its books and records outside the State of Illinois in the State of California. The granting of the requested waivers would be consistent with the Commission's orders in other proceedings and the purpose and underlying policy of Article XIII of the Act.

4. Applicant is NOT requesting local exchange authority under Section 13-404 or Section 13-405.

5. Applicant proposes to provide service within the entire State of Illinois.
6. Please see attached sheet (**ATTACHMENT A**) designating contact persons to work with Staff on the following:
  - a. issues related to processing this application
  - b. consumer issues
  - c. customer complaint resolution
  - d. technical and service quality issues
  - e. "tariff" and pricing issues
  - f. 9-1-1 issues
  - g. security/law enforcement
7. Applicant is an S-Corporation in the State of California and was formed on the 22<sup>nd</sup> day of July, 1996.
8. Articles of incorporation and a copy of certificate of authority to transact business in Illinois are Attached, see **ATTACHMENTS B & C**.
9. Applicant is currently authorized to provide resold interexchange telecommunications service in Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, & Wyoming. Applicant has applications pending in most other jurisdictions. Applicant is in good standing with all jurisdictions.
10. On January 31<sup>st</sup>, 2001, the Illinois Commerce Commission denied FreedomStarr Communications Inc. a Certificate of Service authority. At that time, as stated in the Commission's ORDER re: Docket No. 99-0678, the Commission was of the opinion and found that:

"Applicant does not possess sufficient financial and managerial resources and abilities to provide resold interexchange telecommunications services within the State of Illinois required by Section 13-404 of the Act;"

and

"Applicant has not filed a proposed tariff consisting of its rates, rules and regulations with the Commission, in accordance with Sections 13-501 and 13-502 of the Act."
11. No complaints or judgements have been levied against Applicant in any other jurisdictions.
12. Applicant provides service under the following names:

FreedomStarr Communications, Inc.  
d/b/a Planet Earth Communications and  
d/b/a iPhonebill.com
13. Applicant does not intend to keep its books and records in Illinois and requests permission pursuant to 83 Ill. Adm Code Part 250 as noted above in Section 3. "Request for Waivers/Variances."

#### **MANAGERIAL**

- A. Please refer to **ATTACHMENT D** for Evidence of Applicant's managerial and technical resources and ability to provide service.

15. List of Applicant's Officers:  
Gary Hickox, President & CEO  
Richard j. Gordon, Chairman  
Warren Dillard, Secretary
16. None of Applicant's officers have an ownership or other interest in any other entity which has provided or is currently providing telecommunications services.
17. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer on not less than thirty (30) days written notice, unless Commission rules specify otherwise.

The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.

Billing records are available via the Company's world wide web site on the internet at <http://www.iphonebill.com>. Call detail records are updated daily and can be accessed anytime at the Customer's option. The detail records allow the Customer to view and sort by Call Date/Time, Number Dialed, Destination, Length, Cost Per Minute, and Charge Per Call (See ATTACHMENT E - Sample Call Detail Report). Payments can be made via the Company's secure web site by credit card. The Customer may authorize automatic credit card billing.

Billing is payable upon receipt of the invoice and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

A charge of \$25.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

18. Billing disputes should be addressed to Company's customer service organization via telephone at 800-741-0744. Customer service representatives are available Monday through Friday from 7:00 AM to 6:59 PM (PST), Saturday from 7:00 AM to 4:59 PM (PST), and Sunday from 9:00 AM to 2:59 PM (PST). Messages may be left for Customer Services Monday through Friday from 7:00 PM to 6:59 AM (PST), Saturday from 5:00 PM to 8:59 AM (PST), and Sunday from 3:00 PM to 6:59 AM (PST), which will be answered on the next day.

In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Illinois Commerce Commission for its investigation and decision.

The address and telephone number of the Illinois Commerce Commission will be provided to the customer either verbally or via email.

19. Personnel will be available at Applicant's business office during regular working hours to respond to inquiries about service or billing.

20. Customers may contact Applicant at 800-741-0744.
21. Applicant will abide by all Federal and State slamming and cramming laws pursuant to Section 13-902 of the Public Utilities Act and Section 258 of the 1996 Telecommunications Act.
22. Per FCC rules, FreedomStarr, Inc. obtains a written Letter of Agency, or LOA, from the consumer. Our LOAs clearly contain:
- the consumer's intent to change;
  - the consumer's information (phone number(s) to be changed, name as appears on phone bills, and address);
  - a statement that the consumer agrees to designate the new carrier as the agent to make the change; and
  - that the consumer understands that a fee for the change may be charged to the consumer.
- Additionally, Applicant is in compliance with Illinois "Slamming" Legislation, to wit, Public Act 90-610 as pertains to slamming and cramming.
23. Applicant **DOES NOT** intend to apply for authority to operate as a local exchange carrier.
24. Applicant is aware that it must file tariffs prior to providing service in Illinois. See **ATTACHMENT F**.

#### **FINANCIAL**

25. See **ATTACHMENT G** for evidence of Applicant's financial fitness and ability to provide service.

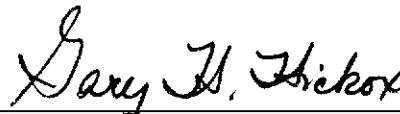
#### **TECHNICAL**

26. Applicant **DOES NOT** utilize its own equipment and/or facilities.

Applicant intends to use the services of the following facility providers:  
MCI and Qwest.

As a reseller of interexchange telecommunications services, Applicant's technical ability to provide service to residential and business customers in the State of Illinois would be based exclusively on that of its underlying carriers

27. Applicant intends to provide Long Distance Service.
28. Technical personnel are available via telephone at 800-741-0744, Monday through Friday from 7:00 AM to 6:59 PM (PST), Saturday from 7:00 AM to 4:59 PM (PST), and Sunday from 9:00 AM to 2:59 PM (PST). Messages may be left for Customer Services Monday through Friday from 7:00 PM to 6:59 AM (PST), Saturday from 5:00 PM to 8:59 AM (PST), and Sunday from 3:00 PM to 6:59 AM (PST), which will be answered on the next business day.
29. Applicant **DOES NOT** intend to provide payphone service.

  
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(Signature of Applicant)

## VERIFICATION

This application shall be verified under oath.

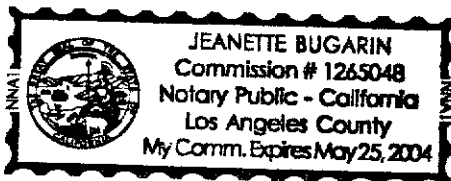
## OATH

State of California )  
 )ss  
County of Los Angeles )

Gary Hickox makes oath and says that he is President & CEO  
(Insert here the name of affiant) (Insert the official title of the affiant)

of FreedomStarr Communications, Inc. d/b/a Planet Earth Communications and d/b/a iPhonebill.com  
(Insert here the exact legal title or name of the Applicant)

that he has examined the foregoing application and that to the best of his knowledge, information, and belief, all statements of fact contained in the said application are true, and the said application is a correct statement of the business and affairs of the above-named applicant in respect to each and every matter set forth therein.



Gary H. Hickox  
(Signature of affiant)

Subscribed and sworn to before me, a Notary Public Jeanette Bugarin  
(Title of person authorized to administer oaths)

in the State and County above named, this 1 day of May 2002

Jeanette Bugarin  
(Signature of person authorized to administer oath)